



# CITY COUNCIL ACTION REPORT

June 11, 2007

TO: Phillip L. Nelson, City Manager

FROM: Brian P. Murphy, Assistant City Manager/Economic Development Services  
Steven J. Vandette, City Engineer  
Patricia A. Petitto, Real Estate Consultant, Greenstar & Associates, LLC

SUBJECT: Request for Approval of Purchase Agreement and Acceptance of Regrading and Temporary Construction Permit, John R Road Improvements, Square Lake Road to South Boulevard – Project No. 02.204.5 – Parcel #69 – Sidwell #88-20-01-151-046 – Mark & Elizabeth Abro

## Background:

- In connection with the proposed improvements to John R Road, from Square Lake Road to South Boulevard, the Real Estate & Development Department received a Purchase Agreement and Regrading and Temporary Construction Permit from Mark and Elizabeth Abro. This parcel is located on the east side of John R Road, between Lakeside and Alfred in the northwest ¼ of Section 1.

## Financial Considerations:

- An appraisal was prepared by Andrew Reed, State Certified Appraiser and reviewed by Kimberly Harper, Deputy Assessor and State Licensed Appraiser, and Larysa Figol, Limited Real Estate Appraiser. Staff believes that \$17,800, plus closing costs for the acquisition of the property described in the purchase agreement and \$200 for the Regrading and Temporary Construction Permit are justifiable amounts for this acquisition.
- Eighty percent of these costs will be reimbursed from Federal funds. Funds for the City of Troy's share are included in the 2006-07 Major Road fund, account number 401479.7989.022045.

## Legal Considerations:

- The format and content of the purchase
- agreement and permit are consistent with documents previously accepted by City Council.

## Policy Considerations:

- The purpose of this project is to relieve congestion, improve safety and improve the flow of traffic. (Goals I and V)

Options:

- City Management recommends that City Council approve the attached Purchase Agreement and accept the attached Regrading and Temporary Construction Permit from Mark and Elizabeth Abro so that the City can proceed with the acquisition of this right-of-way.

PAP\G\MEMOS TO MAYOR & CC\Abro Purchase Agreement & RTCE

CITY OF TROY  
AGREEMENT TO PURCHASE REALTY  
FOR PUBLIC PURPOSES

The CITY OF TROY (the "Buyer"), agrees to purchase from Mark Abro and Elizabeth Abro, husband and wife (the "Sellers"), the following described premises (the "Property"):

SEE ATTACHED EXHIBIT "A"

for a public project within the City of Troy and to pay the sum of Seventeen Thousand, Eight Hundred and no/100 Dollars (\$17,800) under the following terms and conditions:

1. Seller shall assist Buyer in obtaining all releases necessary to remove all encumbrances from the property so as to vest a marketable title in Buyer.
2. Seller shall pay all taxes, prorated to the date of closing, including all special assessments, now due or which may become a lien on the property prior to the conveyance.
3. Seller shall deliver the Warranty Deed upon payment of the purchase money by check drawn upon the account of the City of Troy.
4. Buyer shall, at its own expense, provide title insurance information, and the Seller shall disclose any encumbrances against the property.
5. This Agreement is binding upon the parties and closing shall occur within ninety (90) days of the date that all liens have been released and encumbrances have been extinguished to the satisfaction of the Buyer, unless extended by agreement of the parties in writing. It is further understood and agreed that this period of time is for the preparation and authorization of purchase money.
6. Buyer shall notify the Seller immediately of any deficiencies encumbering marketable title, and Seller shall then proceed to remove the deficiencies. If the Seller fails to remove the deficiencies in marketable title to Buyer's approval, the Buyer shall have the option of proceeding under the terms of this Agreement to take title in a deficient condition or to render the Agreement null and void, and any deposit tendered to the Seller shall be returned immediately to the Buyer upon demand.
7. The City of Troy's sum paid for the property being acquired represents the property being free of all environmental contamination. Although the City of Troy will not withhold or place in escrow any portion of this sum, the City reserves its rights to bring Federal and/or State and/or local cost recovery actions against the present owners and any other potentially responsible parties, arising out of a release of hazardous substances at the property.
8. Seller acknowledges that this offer to purchase is subject to final approval by Troy City Council.
9. Seller grants to Buyer temporary possession and use of the property commencing on this date and continuing to the date of closing in order that the Buyer may proceed with the public project.
10. Additional conditions, if any:

SELLER HEREBY ACKNOWLEDGES THAT NO PROMISES WERE MADE EXCEPT AS CONTAINED IN THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures this  
7TH day of JUNE, 2007.

In presence of:

Laurel Nottage  
LAUREL NOTTAGE  
Janet M. Parsons  
JANET M. PARSONS

CITY OF TROY (BUYER)

Patricia A. Petitto  
PATRICIA A. PETITTO

SELLER:

Mark Abru  
MARK ABRU  
Elizabeth Abru  
ELIZABETH ABRU

## Exhibit "A"

Section 1, John R Widening Project

Parcel: 88-20-01-151-046

Parcel #69

### PARENT PARCEL #69 DESCRIPTION:

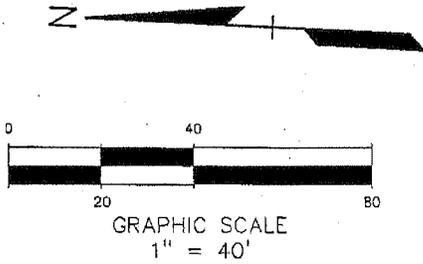
T2N, R11E, SEC 1 PART OF THE NORTHWEST 1/4, ALSO PART OF LOT 5 OF "TROY LAKE ESTATES", AS RECORDED IN L. 232, P. 25-29 OF OAKLAND COUNTY, MICHIGAN RECORDS. BEGINNING AT A POINT DISTANT SOUTH 2692.45 FT AND S 89°58'31" E, 60 FT FROM THE NORTHWEST SECTION CORNER, THENCE S 89°58'31" E 115 FT; THENCE SOUTH 60 FT; THENCE S 61°08'10" E, 82.47 FT, THENCE S 17°45'21" E 28.29 FT TO TRAVERSE POINT "A", THENCE S 17°45'21" E ±14 FT TO THE SHORE OF TROY LAKE; THENCE SOUTHERLY ±23 FT ALONG THE SHORELINE OF TROY LAKE; THENCE N 61°08'10" W ±5 TO TRAVERSE POINT "B", LOCATED S 09°46'16" W 33.25 FT FROM SAID TRAVERSE POINT "A", THENCE N 61°08'10" W 85.88 FT, THENCE N 89°58'31" W 115 FT, THENCE NORTH 118.08 FT TO BEGINNING; ALSO ALL THAT PART OF LAND LYING BETWEEN THE NORTH AND SOUTH PARCEL LINES EXTENDED WESTERLY TO THE WEST SECTION LINE, THE WEST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 0.6 ACRES MORE OR LESS.

### REMAINDER PARCEL DESCRIPTION:

T2N, R11E, SEC 1 PART OF THE NORTHWEST 1/4, ALSO PART OF LOT 5 OF "TROY LAKE ESTATES", AS RECORDED IN L. 232, P. 25-29 OF OAKLAND COUNTY, MICHIGAN RECORDS. BEGINNING AT A POINT DISTANT SOUTH 2692.45 FT AND S 89°58'31" E, 60 FT FROM THE NORTHWEST SECTION CORNER, THENCE S 89°58'31" E 115 FT; THENCE SOUTH 60 FT; THENCE S 61°08'10" E, 82.47 FT, THENCE S 17°45'21" E 28.29 FT TO TRAVERSE POINT "A", THENCE S 17°45'21" E ±14 FT TO THE SHORE OF TROY LAKE; THENCE SOUTHERLY ±23 FT ALONG THE SHORELINE OF TROY LAKE; THENCE N 61°08'10" W ±5 TO TRAVERSE POINT "B", LOCATED S 09°46'16" W 33.25 FT FROM SAID TRAVERSE POINT "A", THENCE N 61°08'10" W 85.88 FT, THENCE N 89°58'31" W 115 FT, THENCE NORTH 118.08 FT TO BEGINNING. CONTAINING 0.4 ACRES MORE OR LESS.

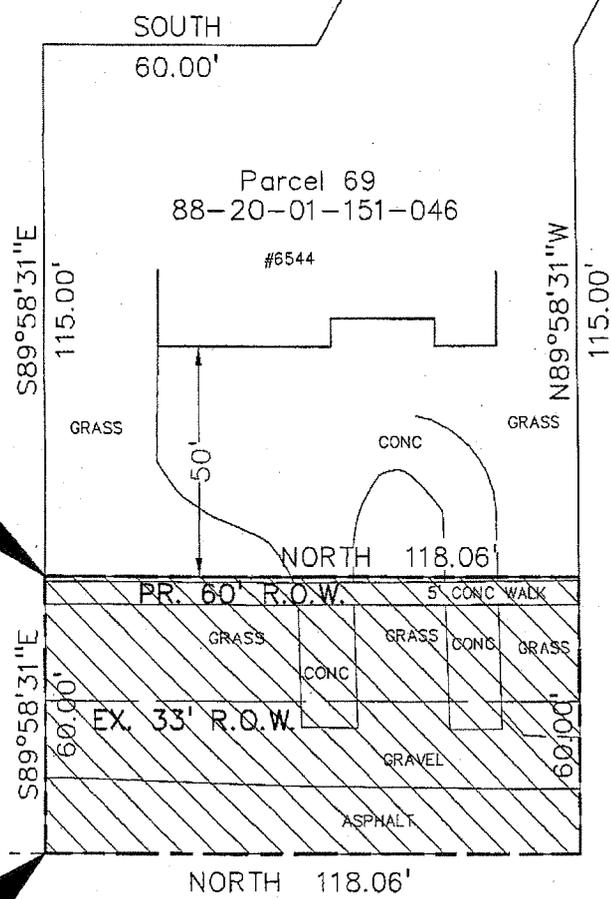
### PROPOSED RIGHT OF WAY ACQUISITION:

T2N, R11E, SEC 1 PART OF THE NORTHWEST 1/4, BEGINNING AT A POINT DISTANT SOUTH 2692.45 FT FROM THE NORTHWEST SECTION CORNER, THENCE S 89°58'31" E, 60 FT, THENCE SOUTH 118.08 FT, THENCE N 89°58'31" W 60.00 FT, THENCE NORTH 118.06 FT TO THE POINT OF BEGINNING, ALSO KNOWN AS R.O.W. PARCEL #69, THE WEST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 7,084 SQUARE FEET; 0.16 ACRES (GROSS) OR 3,187 SQUARE FEET; 0.07 ACRES (NET).



TROY LAKE  
 S17°45'21"E 28.29'  
 S09°46'16"W 33.25'  
 S61°08'10"E 82.47'  
 N61°08'10"W 85.88'

POB PARENT PARCEL  
 POB REMAINDER PARCEL



Right-of-Way Acquisition  
 Gross Area=7,084 sf; 0.16 AC  
 Net Area=3,187 sf; 0.07 AC

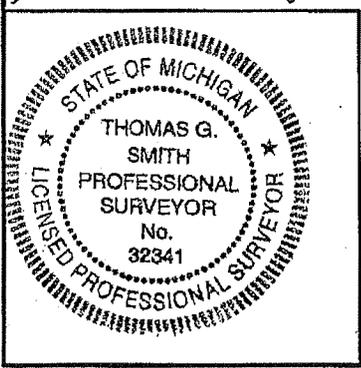
NW CORNER  
 SECTION 1  
 T2N-R11E SOUTH  
 2692.45'

POB  
 ACQUISITION PARCEL

JOHN R ROAD (120' WIDE)

Parcel 69

*Thomas G. Smith*



Document Prepared by  
 Professional Engineering  
 Associates, Inc.

3-06 1  
 DATE REV.  
 CONTRACT No.

ORCHARD, HILTZ & McCLIMENT, INC. 34000 Plymouth Road Livonia, MI, 48150 (734)522-6711			
		500 W. Big Beaver Rd. Troy, Michigan 48084 (248) 524-3594 www.ci.troy.mi.us	
6544 John R Right-of-Way Acquisition Sketch			
SCALE: 1" = 40'	DRAWN BY: JRV	CHECK BY: GWC	FILE P69-SEC2_ROW
	2-10-06	2-17-06	
STEVEN J. VANDETTE CITY ENGINEER		SHEET No. 1 of 2	JOB No. 2002-234

REGRAIDING AND TEMPORARY CONSTRUCTION PERMIT

Sidwell #88-20-01-151-046  
Parcel #69

Mark Abro and Elizabeth Abro, husband and wife, Grantor(s), whose address is 6544 John R. Troy, MI 48085, for and in consideration of Two Hundred and no/100 Dollars (\$200) paid by the CITY OF TROY, a Michigan Municipal Corporation, hereinafter called the CITY, whose address is 500 West Big Beaver Road, Troy, Michigan, hereby grants to the CITY, during the construction of and for a period of six (6) Months after completion of John R Road Improvements, from Square Lake Road to South Boulevard (City of Troy Project No. 02.204.5)\*, the right to move men, equipment, and materials on and through, and to store equipment, materials, and excavated matter on the following described property, located in the City of Troy, to-wit:

SEE ATTACHED EXHIBIT "A" FOR PARENT PARCEL LEGAL DESCRIPTION AND DESCRIPTION OF PERMIT AREA

IN FURTHER CONSIDERATION, the premises so disturbed by reason of the exercise of any of the foregoing powers, shall be reasonably restored to its original condition by the City.

\*It is anticipated that construction funding will be available in the 2010 calendar year. However, if construction is delayed this document will be effective during the actual construction year(s) and for a period of six (6) Months after completion of this project.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representative, successors, and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed their signatures(s) this 29 day of May 2007.

*Mark Abro*

\_\_\_\_\_(L.S.)  
\*Mark Abro

*Elizabeth Abro*

\_\_\_\_\_(L.S.)  
\*Elizabeth Abro

STATE OF MICHIGAN  
COUNTY OF ~~OAKLAND~~ LAPEER

The foregoing instrument was acknowledged before me this 29 day of May 2007, by Mark Abro and Elizabeth Abro, husband and wife, to me known to be the same person(s) described in and who executed the within instrument, and who then acknowledged the same to be their free act and deed.

*Pamela J. Wilson*

Notary Public, Lapeer County, Michigan

Acting in Lapeer County, Michigan

My Commission Expires \_\_\_\_\_ Notary Public, State of Michigan  
County of Lapeer

Prepared by: Patricia A. Petitto  
500 West Big Beaver  
Troy, MI 48084

Return to: City Clerk, City of Troy  
500 West Big Beaver Road  
Troy, Michigan 48084  
My Commission Expires Apr. 10, 2008  
Acting in the County of Lapeer

## Exhibit "A"

Section 1, John R Widening Project  
Parcel: 88-20-01-151-046  
Parcel #69

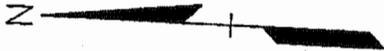
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88-20-01-151-046

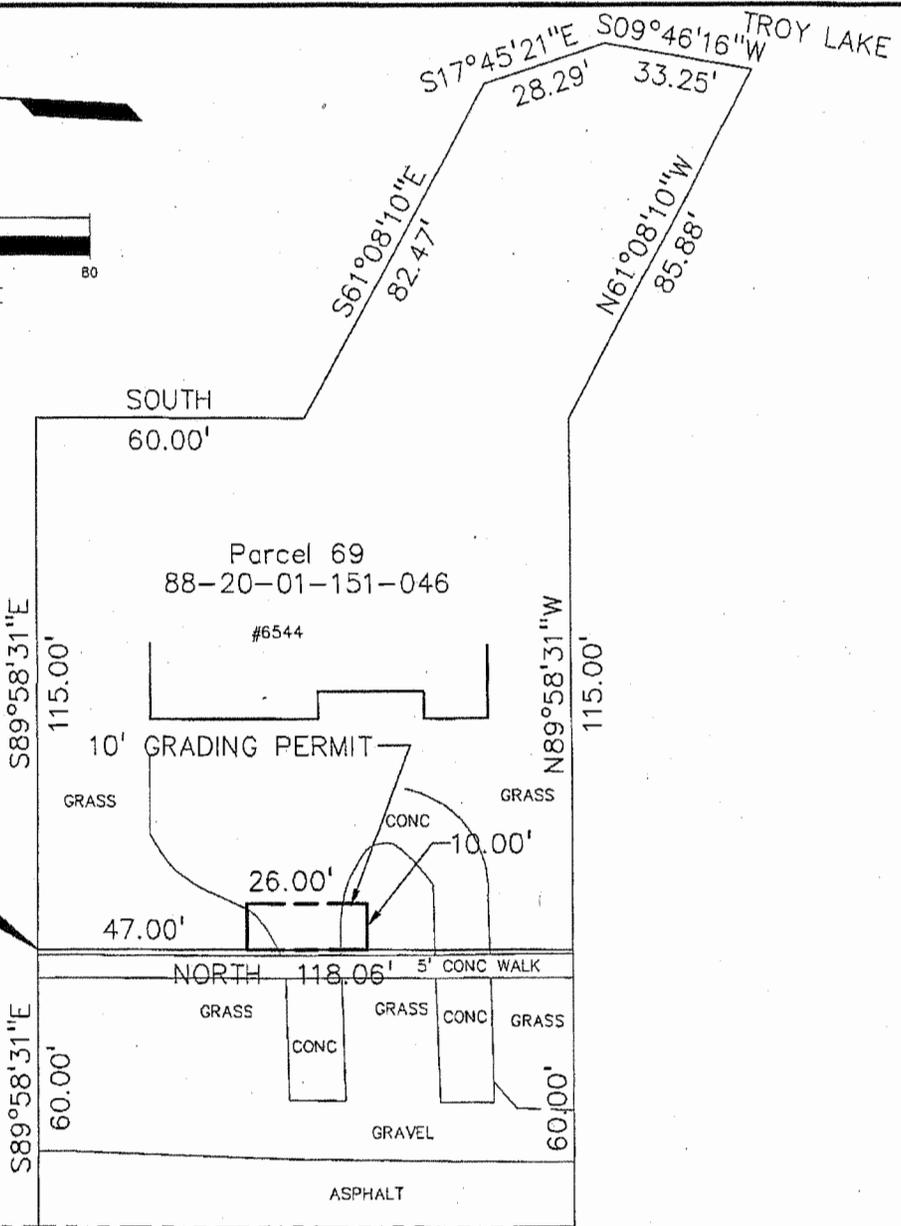
### 10' GRADING PERMIT:

A 10 FOOT GRADING PERMIT IN T2N, R11E, SEC 1, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEING THE SOUTH 26.00 FEET OF THE NORTH 73.00 FEET OF THE EAST 10.00 FEET OF THE WEST 70 FT OF THE FOLLOWING DESCRIBED PARCEL:  
T2N, R11E, SEC 1 PART OF THE NORTHWEST 1/4, ALSO PART OF LOT 5 OF "TROY LAKE ESTATES", AS RECORDED IN L. 232, P. 25-29 OF OAKLAND COUNTY, MICHIGAN RECORDS. BEGINNING AT A POINT DISTANT SOUTH 2692.45 FT AND S 89°58'31" E, 60 FT FROM THE NORTHWEST SECTION CORNER, THENCE S 89°58'31" E 115 FT; THENCE SOUTH 60 FT; THENCE S 61°08'10" E, 82.47 FT, THENCE S 17°45'21" E 28.29 FT TO TRAVERSE POINT "A", THENCE S 17°45'21" E ±14 FT TO THE SHORE OF TROY LAKE; THENCE SOUTHERLY ±23 FT ALONG THE SHORELINE OF TROY LAKE; THENCE N 61°08'10" W ±5 TO TRAVERSE POINT "B", LOCATED S 09°46'16" W 33.25 FT FROM SAID TRAVERSE POINT "A", THENCE N 61°08'10" W 85.88 FT, THENCE N 89°58'31" W 115 FT, THENCE NORTH 118.08 FT TO BEGINNING; ALSO ALL THAT PART OF LAND LYING BETWEEN THE NORTH AND SOUTH PARCEL LINES EXTENDED WESTERLY TO THE WEST SECTION LINE, THE WEST 33 FEET OF WHICH IS CURRENTLY BEING USED FOR ROADWAY PURPOSES. CONTAINING 0.6 ACRES MORE OR LESS.



GRAPHIC SCALE  
1" = 40'

POB PARENT PARCEL

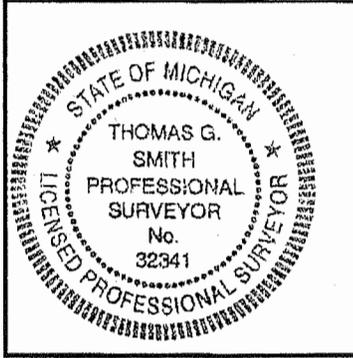


NW CORNER  
SECTION 1  
T2N-R11E SOUTH  
2692.45'

NORTH 118.06'  
JOHN R ROAD (120' WIDE)

Parcel 69

*Thomas G. Smith*



ORCHARD, HILTZ & McCLIMENT, INC.  
34000 Plymouth Road  
Livonia, MI, 48150 (734)522-6711

**City of Troy**  
500 W. Big Beaver Rd.  
Troy, Michigan 48084  
(248) 524-3584  
www.ci.troy.mi.us

**6544 John R**  
Grading Permit  
Sketch

SCALE:	DRAWN BY:	CHECK BY:	FILE
1" = 40'	JRV	GWC	P69-SEC2_GRO
	2-10-06	3-17-06	
CONTRACT No.		SHEET No.	JOB No.
STEVEN J. VANDETTE		1 of 2	2002-234
CITY ENGINEER			

**PEA** Document Prepared by  
Professional Engineering  
Associates, Inc.

DATE REV.  
CONTRACT No.